DOCUMENT RESUME

ED 265 787 HE 019 030

TITLE	Agreement. Central State University and the American Association of University Professors, Central State University Chapter. 1985-1988.
INSTITUTION	American Association of Univ. Professors, Washington, D.C.; Central State Univ., Edmond, Okla.
PUB DATE	85
NOTE	86p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC04 Plus Postage.
DESCRIPTORS	Academic Freedom; Affirmative Action; *Collective Bargaining; *College Faculty; *Contracts; Employment Practices; Faculty Evaluation; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; *Personnel Policy; *State Universities; Teacher Employment Benefits; Teacher Salaries; Tenure; Unions
IDENTIFIERS	*AAUP Contracts; American Association of University Professors; *Central State University OK; Disability Payments; Personnel Files; Program Discontinuance; Union Rights

ABSTRACT

The collective bargaining agreement between Central State University and the university's chapter (295 members) of the American Association of University Professors (AAUP), covering the period 1985-1988, is presented. Items covered in the agreement include: academic freedom, nondiscrimination, affirmative action plans, maintenance of practices, institutional responsibilities, academic safeguards and responsibilities, faculty appointment and tenure policies and procedures, promotion and tenure, personnel files, professional and personal leaves of absence, court leave, military and political leave, sick leave, special or emergency leaves, special duty assignments, termination because of discontinuation of a department or program, termination for cause, provisions for emeriti, evaluations, workload, professional travel, parking, university governance, faculty representatives attendance at Board of Trustees meeting, the academic department, patents and copyrights, grievance and arbitration, across-the-board salary adjustments, minimum salaries, salary adjustments for years of service, compensation for overloads and summer school, initial salaries and ranks, medical/dental insurance, life insurance, disability insurance, retirement programs, appointment year and salary checks, rights and duties of the AAUP, and agreement management. AAUP grievance forms are appended. (SW)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

FD265787

AGREEMENT

CENTRAL STATE UNIVERSITY

and the

AMERICAN ASSOCIATION

OF

UNIVERSITY PROFESSORS

CENTRAL STATE UNIVERSITY CHAPTER

1985 - 1988

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

AAUP

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
NATIONAL INSTITUTE OF EDUCATION
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

This document has been reproduced as received from the person or organization originating it.

☐ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official NIE position or policy.

HE019030

INDEX

TITLE	ARTICLE NO.
Preamble	
Agreement	1
Agreement Construction	2
AAUP Principles	3
Recognition and Description of the Bargaining Unit	4
Academic Freedom	5
Non-Discrimination	6
Affirmative Action Plans	7
Maintenance of Practices	8
Institutional Responsibilities	9
Academic Safeguards and Responsibilities	10
Faculty Personnel Policies and Procedures: Appointment and Tenure	11
Promotion and Tenure	12
Personnel Files	13
Professional and Personal Leaves of Absence	14
Court, Military and Political Leave	15
Sick Leave	16
Special or Emergency Leaves	17
Special Duty Assignments	18
Termination Because of Discontinuation of a Department/Program	19

Title	Article No.
Termination for Cause	20
Provisions for Emeriti	21
Evaluations	22
Workload	23
Professional Travel	24
Parking	25
Governance of the University	26
Faculty Representatives Attendance at Board of Trustees Meeting	27
The Academic Department	28
Patents and Copyrights	29
Grievance and Arbitration	30
Across-the-Board Salary Adjustments	31
Minimum Salaries	32
Salary Adjustments for Years of Service	33
Compensation Study Committee	34
Overloads. Extra Compensation	35
Summer School Compensation	36
Initial Salaries and Ranks	37
Medical Insurance	38
Dental Insurance	39
Life Insurance	40
Disability Insurance	41
Retirement Programs	42
Appointment Year and Salary Checks	43

Title	Article No.
Additional Compensation	44
Rights and Duties of the AAUP as Agent	45
Agreement Management	46
Savings and Separability	47
Duration and Amendment	48
AAUP Forms	

PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees of Central State University and the American Association of University Professors, Central State University chapter, is to provide the members of the Bargaining Unit and Central State University with a collective bargaining agreement which will contribute to a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment and provide techniques and procedures for the peaceful adjustment of disputes, should they arise.

ARTICLE I

AGREEMENT

1.1 This is an Agreement by and between the Board of Trustees of Central State University (hereinafter referred to as the "Administration") and the American Association of University Professors, Central State University Chapter (hereinafter referred to as the "AAUP-CSU"). This Agreement sets forth the understanding between the parties as to the terms and conditions of employment of members of the bargaining unit specified herein. In case of conflict between this Agreement and University policies and practices, this Agreement will be controlling.

ARTICLE 2

AGREEMENT CONSTRUCTION

2.1 The article or section titles throughout this Agreement are merely editorial identifications of their related text, and do not limit or control that text.

Article 3

AAUP PRINCIPLES

3.1 Both parties to this Agreement, recognizing the role that the American Association of University Professors has played in the development of generally accepted college principles and procedures, fully endorse and subscribe to the AAUP Policy Statements as published in the AAUP "Redbook".

3.2 Only allegations of breach of articles specifically stated in this Agreement shall be subject to the grievance procedure.

3.3 The parties further agree that the terms and conditions of this Agreement are subject to the applicable provisions of the Ohio Revised Code and/or Federal Regulations.

ARTICLE 4

RECOGNITION AND DESCRIPTION OF THE BARGAIING UNIT

4.1 Exclusivity: The Administration recognizes AAUP-CSU as the exclusive bargaining agent for the members of the bargaining unit described below. Individual contracts of employment with members of the bargaining unit will in all respects be consistent with this Agreement, which will be deemed incorporated by reference in such individual contracts. In recognizing AAUP-CSU as the exclusive bargaining agent for the members of the bargaining unit, the Administration will cooperate with AAUP-CSU in the enforcement of this Agreement.

4.2 Scope of the Unit: The bargaining unit includes all full-time faculty members who hold academic rank of Instructor, Assistant Professor, Associate Professor, or Professor and for whom instruction or professional library work comprises at least 50% of their workload.

4.3 Exclusions: The bargaining unit excludes the following:

a) part-time faculty members;

b) full-time faculty for whom teaching does not represent 50% or more of their workload;

c) administrators at the level of Department Head and above;

d) persons holding faculty titles or ranks in the Reserve Officers Training Corps;

e) athletic coaches whose primary duties are not in teaching; and

f) persons holding faculty titles whose primary duties are in the direction of non-academic departments or programs and all other employees.

Article 5

ACADEMIC FREEDOM

Central State University, because of its history and its mission, is unequivocably committed to the concept of academic freedom. The parties reaffirm adherence to the principle of academic freedom in faculty instruction and research as a right that can be neither denied nor abridged. The parties will continue to recognize and protect full freedom of inquiry, teaching, and research in the classrooms, publications, reports of research activities, and all professional and academic forums. The parties further recognize that employment at Central State University does not compromise any of the rights of citizenship, and when faculty and librarians speak or write as citizens, they are free from institutional censorship or discipline. In classroom teaching, the faculty member should not emphasize matters unrelated to his/her discipline. Faculty members or librarians are free in their public utterances or activities to identify their University affiliation so long as his/her statements are accurate; and no false impression of University sponsorship or endorsement is created. Faculty members shall not speak for the University unless officially designated as a spokesperson by the President of the University.

Article 6

NON-DISCRIMINATION

6.1 The Administration, AAUP-CSU, or members of the Bargaining Unit will not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, color, age, sex, religion, national origin, physical or mental handicap, status as a disabled veteran or veteran of the Vietnam Era.

6.2 The Administration, AAUP-CSU, or members of the Bargaining Unit will not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship, either in blood or by law, with any employee or member of the Board of Trustees of the University. No person will be employed or promoted to a position within the Bargaining Unit if the result would be that a department head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit; however, when it is in the interest of the University, exceptions may be made to this policy based upon justifiable circumstances.

Article 7

AFFIRMATIVE ACTION PLANS

7.1 Both the University and AAUP-CSU agree to adhere to the University's non-discriminatory and affirmative action employment policies as adopted by the Board of Trustees. In order to facilitate the creation and implementation of such policies, a committee will be established whose membership will be elected by the University Senate. The committee will have opportunity to make recommendations to the President or his representatives prior to the Administration's submission of affirmative action plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or his representatives will meet with the committee and respond to the committee's recommendations.

ARTICLE 8

MAINTENANCE OF PRACTICES

8.1 The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and Administration are necessarily best resolved by legal contract.

8.2 The parties further recognize that practices and polices of general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. Accordingly, it is agreed that the policies of the University set forth in such rules and applicable to Bargaining Unit members will be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law, it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, will be deemed to have amended its regulations to conform to the provisions of this Agreement.

8.3 The Board of Trustees and the Administration will not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:

a) Remission of tuition and fees; and

b) Continuation of the present reporting system regarding payments to the State Teachers Retirement System.

Article 9

INSTITUTIONAL RESPONSIBILITIES

9.1 The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources the University will endeavor to provide the following:

a) Adequate Facilities:
space and facilities adequate for effective and safe teaching, research, advising and all other activities necessary to his or her academic discipline.

b) Library:
a library responsive to faculty and student needs consistent with standards of quality recognized at a national level.

c) Supplies and Equipment:
adequate budgets in units for supplies and equipment.

d) Support Personnel:
adequate budgets for support personnel providing services within academic units.

e) Parking, Dining, Meeting Space:
a reasonable environment to faculty in general by making a good faith effort to ensure (1) adequate parking spaces, (2) cafeteria service and a separate faculty dining room; (3) no discriminatory food surcharges; and (4) adequate meeting rooms.

9.2 The Vice-President for Academic Affairs is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and attempt to resolve such complaints. Upon receiving a complaint from a member of the Bargaining Unit, the Vice-President for Academic Affairs will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Vice-President for Academic Affairs will present a complete report to the President detailing the nature and resolution of each complaint related to this Article; a copy of this report will be sent to the AAUP.

9.3 As evidence of this good faith effort, the Vice-President for Academic Affairs will, at the Spring University Senate Meeting, report to the faculty about the status of efforts to bring about improvements in each of these areas in the preceding academic year, and the outlook for possible improvements in the succeeding academic year.

ARTICLE 10

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

10.1 AAUP-CSU and the Administration recognize that in the practice of their profession faculty members' principal academic functions are the teaching, discovery, creation, and reporting of knowledge. In the practice of their profession, librarians also may be involved in these activities as well as the specific activities contained in their individual job descriptions. In order to carry out these functions, special protections are acknowledged to be essential. These protections are known as academic freedom and tenure or continuous appointment. The concepts of academic freedom and tenure or continuous appointment must be accompanied by an equally important concept of professional responsibility. The concern of AAUP-CSU and the Administration for academic freedom and tenure or continuous appointment safeguards therefore extends to responsible professional service.

10.2 The responsibilities of Bargaining Unit members encompass many professional functions appropriate to their varied roles, including but not limited to:

A. Teachings and/or providing instructional support in a variety of manners, settings, and times;

B. Advising and consulting with students;

C. Engaging in research, publication, and creative artistic activities;

D. Fulfilling ongoing departmental needs of both a continuing and developmental nature;

E. Supporting the proper and efficient functioning of the University in such ways as performing committee work and providing consultation to the University and its communities; and

F. Performing the above duties as assigned by the Department Chairmen.

ARTICLE II

FACULTY PERSONNEL POLICIES AND PROCEDURES: APPOINTMENT AND TENURE

11.1 Initial Appointment to the Faculty: The appointment or reappointment of a full-time faculty member to an academic unit will be based upon a recommendation initiated by the Department Chairperson in consultation with the faculty of the department involved using standard University procedures. In unusual circumstances which the Dean of the College will explain in writing to the department affected, the Dean may initiate a recommendation provided that the faculty of the department involved has been consulted prior to the forwarding of the recommendation. In the case of the initial appointment of a person to an administrative position by the Administration, any appointment to faculty status will be referred to the department by the Dean of the College or higher administrative officer and will be based upon a recommendation from the Department Chairperson in consultation with the department faculty. The University will endeavor to offer rank and salaries to initial appointees in line with the University promotion policy and in line with existing salaries of continuing faculty.

11.2 Prior to the offering of a contract, each prospective appointee will be provided the following:

a) a job description of the position for which services are sought; and

b) written and oral information about Central State University and the respective college and department to which the applicant may be assigned.

11.3 Before appointment is official, the University must have on file the following information:

a) an updated vita including experiences, awards and recognitions, and professional memberships;

b) official transcripts of academic study beyond high school including documentation of degrees earned; and

c) three letters of recommendation from appropriate sources attesting to the quality and effectiveness of the applicant.

11.4 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions will in each case be given to the individual concerned in writing by the Dean of the College at the time of initial appointment. Statement of the number of years of service outside of Central State University that are being credited towards the probationary period will in each case be given to the individual concerned in writing by the Dean of the College at the time of initial appointment.

11.5 Faculty titles: All regular faculty appointments will be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor.

11.6 Kinds of Appointments: Appointments to the faculty will either be term appointments or regular appointments.

11.7 Term appointments are clearly limited to brief associations with the University. A term appointment will be for a stipulated period of time, and will terminate at the conclusion of the stipulated period without the necessity of notice of any kind. A term appointment will be made only for purposes of filling non-tenure track positions or giving adequate notice of non-renewal; and for a period not to exceed one (1) year at at time.

11.8 A regular appointment will be for a probationary period of service leading to tenure unless the appointment is terminated by action of the appointee or by action of the Administration as hereinafter provided.

11.9 Probationary Period: The probationary period is six (6) years for instructors and five (5) years for an assistant professor or higher. The probationary period will include at least four (4) years on the faculty at Central State University for an instructor, three (3) years for an assistant or associate professor, and two (2) years for a professor. Part-time service will not be counted as part of the probationary period. Professional Leave and Faculty Improvement Leave will count as part of the probationary period. When a faculty member is promoted from within the University, his or her total probationary period will be the number of years indicated herein for the rank to which he or she is promoted. Previous service and rank will not be considered if a faculty member resigns and later returns to Central State University as a regular faculty appointee in an academic unit. No Bargaining Unit member appointed after August 31, 1985 will be granted tenure while holding the rank of Instructor.

11.10 Regular academic appointments will always be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 will be counted, for the purpose of entitlement to academic leave and as part of the probationary period of service, as commencing on September 1 of that year. Any appointment made during an academic year on January 1 or thereafter will not be counted for the purpose of entitlement to academic leave or as part of the probationary period of service until the start of the first full year of service.

11.11 Termination and Tenure: After no more than seven (7) years of probationary service, a faculty member will be either terminated or granted tenure after the recommendations set forth herein have been made. Tenure will be achieved and become official only when granted by the Board of Trustees, and only in accordance with the criteria and procedures provided for in Article 12. The tenure of a faculty member will continue until death, resignation, or retirement or until terminated for adequate cause. All persons receiving tenure will be notified in writing by the appropriate administrative officer.

11.12 Appointment and Tenure of Librarians: Appointment and tenure of librarians will be governed by the same provisions as for other faculty. For these purposes, the library faculty will comprise the equivalent of a department. Recommendations for appointment will go from the library faculty to the Library Director and then to the Vice-President for Academic Affairs, President and Board of Trustees.

11.13 Resignation of a Faculty Member: The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere will be forwarded by prompt written notice to his or her Dean or equivalent. If a faculty member resigns effective as of the end of the academic year, notice of such resignation should be given no later than May 15 or thirty days after receiving notification of the terms of his or her continued employment the following year, whichever date occurs later. It is recognized that emergencies will occur and, in such event, the faculty member may ask his or her Dean (or equivalent) to waive this requirement and the faculty member should conform to the Dean's decision.

ARTICLE 12

PROMOTION AND TENURE

12.1 Authority: Initial appointments, promotion to a higher rank, the granting of tenure, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment set forth in Article 11 will be determined by the Board of Trustees upon recommendation of the President of the University, after the recommendations set forth in this Agreement have been made.

12.2 Appropriate Notice: Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees will be given in writing to the candidate no later than the following dates prior to expiration of appointment: (a) Not later than March 1 of the first academic year of probationary service; (b) Not later than December 15 of the second academic year of probationary service; (c) Not later than September 1 after two or more years of probationary service have been completed.

12.3 Basic Principles Underlying the Promotion and Tenure Process: Processes and bases for promotion and tenure must remain flexible to allow for individual uniqueness and creativity in performance. Criteria must not attempt to make all faculty members perform alike.

Even though value judgments by those responsible for making promotion and tenure decisions will always play a role in determining who is promoted or granted tenure, documented evidence consistent with the mission statement of the University must be used to support the decisions.

Procedures which are established should be aimed at assisting faculty members to perform at levels deemed worthy of promotion and tenure, consistent with the mission statement of the University.

Evidence concerning a faculty member's qualification's for promotion and tenure may be gathered from many sources including the faculty member himself, his department chairman, any of his other colleagues in the University, his students and former students and whenever appropriate, from persons outside the University who are familiar with his work.

The Promotion and Tenure Committee's bases for decisions will be delineated in written form. In the event of denial of promotion or tenure, the unsuccessful candidate will be informed of the manner in which he has failed to meet the criteria.

Promotion and tenure are not automatic. Individuals once promoted or tenured are expected to continue to make contributions in the areas of professional competence, professional recognition, and professional service.

12.4 Promotion and Tenure Committee of the Faculty: The Promotion and Tenure Committee will exist as a standing committee of the University Senate. The University Promotion and Tenure Committee shall be comprised of seven tenured faculty members distributed between Associate and full professors who shall be elected by the Senate. In the event of a vacancy, the Senate shall elect a replacement. Each member of the Committee will serve three years although initial selection will be staggered. Faculty members from the same department shall not serve simultaneously; the membership of the Committee should represent the three colleges and the Library. No faculty member who is being considered for promotion shall serve on the Promotion and Tenure Committee.

12.5 Duties: The Promotion and Tenure Committee shall receive all submitted material and the evaluation and/or recommendations of departmental colleagues, chairmen, and the Deans.

The Committee must consider and evaluate each applicant carefully using the qualifying and judgmental criteria. Committee members must make themselves familiar with the performance and attainment of applicants. The Committee shall have the authority to question those who have made evaluations, question applicants, observe applicants, and request any further information deemed necessary to reach a fair decision.

12.6 Rules of Committee Procedure: The quorum necessary for voting will be two-thirds of the members of the Promotion and Tenure Committee. Each member will have one vote. All votes on recommendations for promotion and tenure will be by secret ballot.

Members of the Committee shall evaluate faculty only in their role as members of the Committee; for this reason, a Committee member must dismiss herself/himself from the Committee when an individual is being considered that the Committee member has evaluated earlier in the promotion and/or tenure process or when the Committee member has a vested interest in the individual under consideration.

12.7 Recommendations: Recommendations concerning promotion and tenure will be initiated by the Department Chairperson or Library Director based upon procedures developed by the members of the department or library. Recommendations of the Department Chairperson in consultation with the department faculty will be submitted to the Dean of the College. Recommendations will then be forwarded by the Dean or Library Director to the University Promotion, and Tenure Committee. The University Promotion and Tenure Committee will make recommendations to the Vice-President for Academic Affairs, who will report to the President.

12.8 Dean or Library Director's Recommendation: The Dean or Library Director will forward the candidate's file and the Department Chairperson's recommendations to the University Promotion and Tenure Committee. When the Dean or Library Director's recommendation differs from that of the Department Chairperson, the Dean or Library Director will provide an independent written recommendation. The Dean or Library Director is not required to write an independent recommendation when in agreement with the recommendation of the Department Chairperson, but the Dean or Library Director may choose to write such a statement. The Dean or Library Director's recommendation will be forwarded to the University Promotion and Tenure Committee along with other materials as provided above.

12.9 Requirements for Recommendations: All information received and considered in making recommendations regarding promotion or tenure at any level becomes part of the candidate's dossier. The candidate may inspect the dossier in accordance with policies on access to personnel files as provided in Article 13 and will be given the opportunity to review and respond in writing to any material in the file if he or she requests.

12.10 Policies Governing Promotion: Promotion shall be based on merit, not solely on years of experience.

Merit can be fairly assessed only after a faculty member has spent a reasonable period of time in a particular rank.

As stated previously, promotion is not automatic; it is the recognition that a faculty member not only meets the minimum standards for higher rank as defined in Article 12.11 herein but has also demonstrated significant achievements in the areas of professional competence, professional recognition, and professional service.

Two categories shall be considered in promotion decisions: Qualifying and Judgmental.

Qualifying Criteria: To be eligible for consideration for promotion, a faculty member must meet minimal professional qualifications as established and published by the University and upon approval of the Board of Trustees.

Length of Service in Rank: Length of service in rank refers to the number of years that a faculty member has spent in his present rank and secondly, a faculty member must have a certain number of years in rank at Central State University as indicated in Article 12.11 herein. Under rare and exceptional circumstances, however, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academia, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence by the Promotion and Tenure Committee. The above criteria are not intended to be restrictive and deny the exceptional and outstanding faculty member the right to advance to higher rank. Certain conditions for justifiable exception to the qualifying criteria for promotion must be met.

In rare cases where a faculty member does not meet the requirements for a specific rank as specified above, and the faculty member believes there are grounds for waiving these requirements or considering others, a request for an exception to these requirements may be made.

This request should delineate the conditions which are deemed exceptional and the justification supporting approval of the request. The request should be accompanied by appropriate documented evidence which establishes the nature of the exception and how it relates to the individual's assignment.

The request for exception should be directed to the Department Chairperson by the individual requesting the exception. This request is then processed in the manner established for all recommendations for promotion.

Approval of exceptions to the qualifying criteria shall not establish precedents. Each exception shall be judged on its own merits.

12.11 Qualifications For Ranks: Criteria for appointment to or promotion to academic ranks are as follows:

a) Instructor:

1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.

2. Proved or presumptive teaching ability.

3. The potential to progress towards the Assistant Professor level as described below.

4. Those qualities of character and personality expected in a teacher and director of students.

b) Assistant Professor:

1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.

2. Three years of experience as an Instructor at this University or possession of the terminal degree in the individual's field.

3. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and director of student services.

4. Evidence of scholarship and research, particularly scholarly publication. Consideration will be given to such subsidiary evidence as direction of or significant participation in research projects, participation in the scholarly activities of learned societies, and professional consultative service.

c) Associate Professor:

1. Possession of the doctorate or of the professional degree normally required for this rank in the individual's field.

2. A minimum of three years experience in the rank of Assistant Professor at this University or one of equal standing.

3. Evidence of continuing scholarship and research including recognition by colleagues in the same field.

4. Evidence of continued excellence in teaching.

5. Evidence of satisfactory performance of other University responsibilities.

6. Those qualities which warrant tenure.

d) Professor:

1. Possession of the doctorate.

2. A minimum of three years experience in the rank of Associate Professor at this University or one of equal standing.

3. Distinguished fulfillment of the criteria of the previous ranks.

4. Evidence of such outstanding qualities of scholarship as to merit general recognition among scholars and educators.

12.12 Policies Governing Tenure: Until tenure is granted, an appointment to faculty rank leading to tenure is considered probationary.

Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article 20. It should be
CSU01/03 granted only to persons who have demonstrated by passing successfully

through a period of probation that they are fully qualified teachers or librarians. Tenure is the recognition that a faculty member has made some worthy contribution to the University and the profession in terms of professional competence, recognition, and service.

Tenure is thus based upon merit, not solely years in service. Merit can be fairly assessed only after a faculty member has spent time as a member of the Central State University faculty.

12.13 Two categories shall be considered in tenure decisions: Qualifying and Judgmental.

12.14 Qualifying Criteria: To be eligible for consideration for tenure, a faculty member must hold the rank or the equivalent rank of Assistant Professor, Associate Professor, or Professor. A faculty member may request initial consideration for tenure during the last year of their probationary period as set forth in Article 11.9. If a faculty member does not achieve tenure during the first consideration period he shall be considered again one (1) year later or if a faculty member chooses not to be considered during the initial period, he shall be considered one (1) year later. If tenure is not achieved during the final period of consideration, the faculty member shall be terminated from his/her contract.

12.15 Years of service at Central State University shall count as full academic years of service; part-time service, leaves of absence, and appointments beginning the second quarter of the academic year shall not count toward tenure.

12.16 In the event that a ranked faculty member resigns the position and then returns to Central State University later, the previous years of service shall not apply toward tenure.

12.17 In the event that a faculty member holding academic rank and serving an appointment not leading to tenure receives a probationary appointment leading to tenure, up to three (3) years of full-time service may be counted toward tenure.

12.18 Judgmental Criteria for Promotion and Tenure: Meeting the qualifying criteria for promotion or tenure, or requesting an exception to the qualifying criteria for promotion and being granted that exception, establishes eligibility, but does not assure either immediate or eventual promotion or tenure. The Committee will review and consider all recommendations, evaluations and the documents submitted. The Committee will consider the past and future potential contributions of the individual to the mission of the University and to his/her academic unit.

12.19 Procedures for Promotion or Tenure: The responsibility for initiating consideration for promotion or early tenure rests with the faculty member in consultation with the Department Chairperson. For faculty members who choose not to be considered for tenure during the initial period or faculty members who did not achieve tenure during the initial period, the responsibility for initiating consideration for a final tenure decision rests with the Department Chairperson who must make an appropriate recommendation at that time. A faculty member is still responsibile for reviewing his personnel file, supplying the necessary supporting documents, and seeing that the proper procedures are followed.

12.20 In any case, the Dean shall notify all faculty members who are serving the last year of a probationary period that they will be considered or reconsidered for tenure; a list of such faculty members shall be sent to the Department Chairperson involved and to the Chairperson of the Promotion and Tenure Committee.

12.21 The faculty members have the obligation to become fully aware of the qualifying criteria for promotion or tenure.

12.22 The faculty member shall meet with the Department Chairperson to review the qualifying criteria for promotion or tenure and to ascertain whether the criteria have been met or if the Chairperson is willing to support an exception to the criteria for promotion. Following such a meeting, the faculty member shall make application by letter to the Department Chairperson. In the case of a faculty member who is to be considered for a final tenure decision, the Chairperson shall submit the faculty member's name for final consideration.

12.23 Once the application for promotion or tenure has been submitted, the faculty member has the responsibility to review his personnel file in order to ascertain that credentials, evaluations, and other documents in the file are in order. The faculty member may choose to respond to comments in the file if he or she has not done so previously. The candidate for promotion or tenure shall prepare an up-dated vita and documents supporting claims or publication or other accomplishments for inclusion in the personnel file. However, such review and up-dating should be an ongoing process, whether or not a faculty member is being considered for promotion or tenure.

12.24 The Chairperson of the Department, after consultation with the faculty member and a review of supporting documents, or copies thereof, and after consultation with other members of the department who hold higher rank than the candidate for promotion or tenure, shall submit such recommendations in writing to the Dean.

12.25 The Dean shall notify all candidates for promotion or tenure that the recommendations have reached his office and shall also notify candidates whose files, when they reach the office, contain negative recommendations. Such candidates shall have seven (7) calendar days in which to examine the file and submit any written comments or additional material.

12.26 The Dean shall review the recommendations and the personnel files of candidates and all supporting documents and make appropriate comments and recommendations. A recommendation for non-promotion or denial of tenure requires written comment. The various recommendations and supporting documents shall then be submitted to the Chairperson of the Promotion and Tenure Committee.

12.27 The Promotion and Tenure Committee shall then review the personnel file, evaluations, recommendations, and all supporting documents in accordance with its responsibilities.

12.28 The Chairperson of the Promotion and Tenure Committee shall notify all candidates of the Committee's decision at least one week before the Committee makes its report to the Vice-President for Academic Affairs on February 1st of each year. In the event of a negative recommendation, reasons shall be stated in writing and in detail.

12.29 In the case of recommendation for non-reappointment or a negative recommendation of tenure which has the effect of a recommendation for non-reapppointment, the candidate affected will be guaranteed the right to reconsideration at the first level at which the recommendation occurs. In order to exercise this right, the candidate must within ten (10) working days request the reasons after having been informed in writing of the negative recommendation. The responsible administrative officer will provide the written reasons within ten (10) working days. Within ten (10) working days after having received the written reasons, the candidate will be able to request a reconsideration of the negative decision and will be able to submit information which he or she believes may be important in such reconsideration. The candidate will be informed of the result of the reconsideration within twenty (20) working days following submission of the request. The time limit on the candidate requesting reasons for the negative recommendation will apply only if the candidate wishes to exercise his or her right for reconsideration as described in this paragraph. When a candidate exercises this right to reconsideration, the review process will be stayed at the level at which the reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy will be made until the requested reconsideration process has been completed.

12.30 Unless the candidate, within ten (10) working days after receipt of notification of a decision regarding promotion or tenure provides written notification to the appropriate Department Chairperson, Dean, or Library Director of his or her decision to withdraw from candidacy, the process will continue.

12.31 If new material becomes available during the process of consideration of a candidate for promotion or tenure, the candidate, department chairperson, dean, or library director may add such material to the documentation being used in the recommendation process at any time up to March 1 of the year in which the Board of Trustees acts on the final recommendation. The candidate will be provided with a copy of any information or document added to the dossier. The candidate will be given the opportunity to review and respond in writing to the material any time up to March 1 or within ten (10) working days following the receipt of the new material, whichever date is later.

12.32 If new material becomes available during the process of consideration for reappointment, such material may be added to the documentation being used in the recommendation process at any time up to ninety (90) days prior to the appropriate notification dates specified in Article 12.9. The candidate will be provided a copy of any information or document added to the dossier and will be given the opportunity to respond in writing to this new material within ten (10) working days of receipt.

12.33 The responses described above will become part of the dossier. Any new material and any responses from the candidate will be provided to the Promotion and Tenure Committee and administrators who have participated in the review and made a recommendation. When the addition of new material relates to reconsideration, the above deadlines will not be applicable.

12.34 While promotion and tenure are primarily a faculty matter, final approval rests with the Board of Trustees. But the recommendations of the Promotion and Tenure Committee shall be given serious consideration in the final decision.

12.35 Any candidate for promotion or tenure who has not been approved by the Board may appeal the Board's decision by writing to the Chairman of the Board within five (5) calendar days of receiving written notice of the Board's decision.

12.36 The Board may elect to reconsider the earlier denial of promotion or tenure or it may elect not to review the matter which decision in either case is final and binding on all parties and affected faculty member may not invoke the Grievance Procedure as set forth in this Agreement.

12.37 Non-Reappointment or Denial of Tenure Related to Budgetary Constraints: In cases of denial of tenure because of program needs or budgetary restraints, both the member of the Bargaining Unit and AAUP-CSU will be notified in writing by May 15 of the academic year in which the review is to occur, except that such notification will normally occur at least 12 months prior to the effective date for Bargaining Unit members who have completed one (1) year of service. The notice will state the reasons for non-reappointment or denial of tenure are based on program needs or budget restraints.

12.38 At least one month prior to required notification of the affected Bargaining Unit member and AAUP-CSU, the appropriate unit head will be informed in writing that a program need or budget restraint has been identified that may result in the non-reappointment or denial of tenure of a particular Bargaining Unit member. Before written notification is sent to the Bargaining Unit member, the appropriate Dean or Department Chairperson will meet with the faculty involved to consider alternatives to the denial of tenure or non-reappointment of the Bargaining Unit member. Upon receipt of a written request from the Bargaining Unit member, the Dean or Department Chairperson will provide the information in writing within ten (10) working days.

12.39 Upon written request from the Bargaining Unit member, the Dean and Department Chairperson will provide a written summary of the meeting to the affected Bargaining Unit member and AAUP-CSU. In the case of librarians, the Library Director will provide in writing, upon request, his or her considerations of alternatives to non-reappointment or denial of tenure.

12.40 In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies will be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program needs or budget restraints.

12.41 When a Bargaining Unit member is denied reappointment for other than academic reasons, his or her position may not be filled on a full-time basis for one (1) year, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the one year limit, (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment will be given thirty (30) days to accept or reject the full-time or part-time position. If the individual accepts, he or she will have, with respect to any applicable tenure track, credit for the prior service.

12.42 Administrative, Departmental, and Candidate Responsibility: Dossiers will be prepared and ready for review during the academic year in which the candidate is seeking reappointment, promotion, or tenure according to the following schedule:

Latest Date for Submission of Dossier to Department Chairperson for Review	Dossier Submitted to Vice-President's Office	Candidate Notified of Recommendation to the Board of Trustees
	REAPPOINTMENT	
January 1 (first year of service)	February 1	March 1
October 1 (second year of service)	November 15	December 15
March 1 (2 or more years of service)	May 1	September 1
	TENURE	
November 1	February 1	April 1
	PROMOTION	
November 1	February 1	April 1

12.43 A Department Chairperson in consultation with department faculty or the library may establish an earlier date for submission of dossiers at the first level. The deadline for submission of promotion, or tenure dossiers at the first level of review will be communicated in writing to Bargaining Unit members by the Department Chairperson or Library Director at least six (6) months in advance of the earliest deadline date for review. In the case of Bargaining Unit members in the first year of their initial appointment, this information will be communicated in writing at the beginning of that appointment.

12.44 Each department or the Library will publish the responsibilities of the department or Library and the responsibilities of the candidate for developing dossiers. The Department Chairperson or Library Director will be responsible for initiating and completing those parts of a candidate's dossier required by department or Library procedures and criteria (e.g., external reviews, administrative summaries of teaching evaluations, etc.) for which the candidate is not responsible in sufficient time to insure a timely and fair evaluation of the candidate.

CSU01/03

12.45 The dossier will include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. Such information and documentation will be provided to the Promotion and Tenure Committee of the University Senate by the date specified by the appropriate committee.

12.46 Department Chairpersons will meet annually with each non-tenured faculty member to review the faculty member's performance and his or her plans for continued professional growth. The Department Chairperson and the faculty member will have a shared responsibility to insure that such a meeting takes place. This annual meeting will include a discussion of the faculty member's professional performance and a review of his or her career plans. Each meeting will conclude with joint preparation of a written summary of the discussion. Either the department chairperson or the faculty member may indicate in writing any differing opinions about the content of the summary statement and such written opinion will become part of the summary statement. These statements will become part of the personnel file maintained by the Administration and a copy of the statement will be given to the faculty member.

Article 13

PERSONNEL FILES

13.1 General: The Administration will maintain an Official Personnel File in the office of the Vice-President for Academic Affairs for each full-time faculty member. The Official Personnel File will be the sole official respository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement.

13.2 Contents: From the time of appointment as full-time faculty, an individual's file will contain the following:

a) information on the individual's prior employment, education, and training;

b) official transcripts of all college work;

c) copies of the individual's contracts with the University;

d) reports of student and chairperson evaluations; (as specified herein)

e) information on the individual's professional activities and accomplishments;

f) any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file;

g) documents relating to promotion in rank; (as specified herein)

h) documents deemed appropriate for insertion by the Administration, providing such documents are compiled and maintained in a fashion compatible with law; and

i) information involving seniority.

13.3 Date and Signature: Documents which are placed in a faculty member's file will be dated and signed by the Vice-President for Academic Affairs or his/her designee at the time of their insertion in the file. Anonymous statements will not be placed in the file. If a specific document does not originate from the individual, or does not include by its definition a copy for the individual, the Administration will send a copy of the document to the individual at the time of its insertion in the file.

13.4 Inspection and Duplication: The faculty member has the right and responsibility to inspect his/her file at reasonable times. Upon written authorization by the faculty member, the individual's designated representative and/or AAUP-CSU will have access to inspect and duplicate the contents of the file at reasonable times. The Administration will provide forms for this purpose, although access will

not normally be denied solely because the authorization is not written on the designated form. The Administration will not levy a charge for the inspection of files, but it may levy a reasonable charge for the duplication of the contents of a file.

13.5 Access: Appropriate academic administrators will have access to personnel files. Individual faculty members will have access at reasonable times to their files. AAUP-CSU will have access to files as specified in Article 13.4. Faculty members engaged in activities mandated by this Agreement will have access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition will also have access to personnel files as needed to fulfill those duties. If unofficial or working files are maintained for individual faculty in the office of the chairperson or dean, the faculty member will have access at reasonable times to his or her unofficial file.

13.6 Non-Use of Items: The Administration will, upon written request by a faculty member, indicate in writing that the following documents will no longer be used against a faculty member:

a) records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;

b) records of student grievances filed against the faculty member, providing three (3) years have elapsed since the filing thereof;

c) student evaluations, provided at least three (3) complete academic years have elapsed since the insertion of such documents in the file;

d) chairperson's evaluations completed prior to the most recent two (2) for tenured faculty and the most recent four (4) for non-tenured faculty; and

e) information not specified in 13.2 above.

ARTICLE 14

PROFESSIONAL AND PERSONAL LEAVES OF ABSENCE

14.1 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.

14.2 Faculty Improvement Leave: Both parties to this agreement recognize that the University cannot pay the costs of faculty improvement leave from public funds. Both parties further subscribe to the concept of faculty improvement leave for professional development in accordance with State Law ORC 3345.28. If funds should become available from outside sources for such leaves, the University in consultation with the AAUP-CSU will develop policies and guidelines governing faculty improvement leaves. As a general rule, such leaves shall be available to Assistant Professors, Associate Professors and Professors after seven (7) or more years service at Central State University. Such leaves when requested and approved by the Department Chairperson or Library Director, Dean, Vice President for Academic Affairs, President and Board of Trustees shall be granted for one year at 2/3 annual salary.

14.3 Professional Leave: Professional Academic leave without pay may be granted at any time by the Board of Trustees on recommendation of the Department Chairperson, Dean and President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University. Such leave may be granted for up to one (1) year and may be renewed for an additional year.

14.4 Except in emergency or unusual cases, personnel applying for professional leave will file their requests with the appropriate Department Chairperson by February 1 of the year preceding the academic year in which the leave is intended to begin. The Department Chairperson will forward his/her recommendation regarding the professional leave request to the Dean or Library Director who in turn forward all requests for leave, with his/her. and the Department Chairperson's recommendation to the Vice-President for Academic Affairs.

14.5 Professional leave may be granted to Assistant Professors, Associate Professors and Professors.

14.6 Guidelines for Professional Leave: Upon completion of the leave, the bargaining unit member will submit to the Dean or Library Director a report detailing the attainments while on leave.

14.7 A person granted leave may accept remuneration during the period of leave.

14.8 Upon returning from leave, a person will receive any salary increase, promotion or award of tenure which he or she would have received had he or she remained in residence.

14.9 Except in cases where University regulations require an earlier retirement, all leaves will be granted with the understanding that the recipient is obligated to return to the University for at least two (2) academic years immediately following the period of leave.

14.10 A person on leave will receive all medical fringe benefits to which he or she would have been entitled if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof. All benefits which are based on salary, except retirement, will be calculated on the regular base salary which the person would receive if he or she were not on leave.

14.11 Personal Leave: Bargaining Unit members may at any time request a personal leave of absence without pay for up to one (1) year for reasons including, but not limited to, public service or family needs. Such leaves may be initiated by submitting a written request to the Department Chairperson. The request will state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the Department Chairperson, and subject to the concurrence of the Dean or Library Director, a leave of absence without pay may be granted by the Board of Trustees on recommendation of the President. The Vice-President for Academic Affairs will inform the individual submitting the request of the Board's decision. Renewal requests up to a maximum of two (2) years may be submitted by the same procedure.

14.12 A Bargaining Unit member on personal leave will have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will serve automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave will not be for a period of less than one (1) year. A person on Personal Leave will have the right to participate in any or all fringe benefits except for retirement for which he or she would have been eligible if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof.

Article 15

COURT, MILITARY, AND POLITICAL LEAVE

15.0 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.

15.1 Court leave: Bargaining Unit members may be granted court duty leave with pay anbd will be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification will be presented to the member's Department Chairperson as far in advance as possible. All compensation received from court during such leave will be deposited with the Central State University cashier's office. Court leave with pay is not allowed for situations in which the faculty member is appearing as a witness for renumeration.

15.2 Short-term Military leave: When a Bargaining Unit member must fulfill temporary military duty with a National Guard unit, and this occurs during a contract period, the Administration will grant leave to the individual for this purpose. All benefits, including pay, will be continued subject to provisions of the insurance policies and restrictions of law, if any. Such leave will not exceed thirty-one (31) days.

15.3 Long-term Military leave: A long-term military leave of absence without pay will be granted to any faculty member in the event of call-up or involuntary induction into the National Guard unit for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the faculty member will be placed in the same position which he or she held prior to the leave except that he or she will receive any salary increase, promotion, or award of tenure which he or she would have received had he or she not been on leave.

15.4 The Administration agrees to comply with the Federal and State Veteran's Employment Acts with respect to military leave.

15.5 Political leave: A Bargaining Unit member who is elected or apointed to a full-time political office may be granted leave without pay for the duration of his or her term of office. This leave will not exceed two (2) years.

ARTICLE 16

SICK LEAVE

16.1 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to fulfill his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family. The member will immediately notify his or her Department Chairperson or Library Director, as the case may be, and advise of the estimated duration of absence.

16.2 Pregnancy and childbirth leave will be treated the same as any other sick leave.

16.3 Effective September 1, 1985, Bargaining Unit members will continue to accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) including paid academic leave and paid military or sick leave. Bargaining Unit members will receive accumulated sick leave for previous years of service with the State of Ohio based upon the appropriate accrual rate minus the number of days used.

16.4 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. After 90 days absence for a single or continuing illness or injury, the Bargaining Unit member must be declared disabled by a licensed physician and must submit his/her claim for disability benefits to the insurance carrier.

16.5 The University may, while a Bargaining Unit member is on sick leave require a statement from a physician as to his or her continued disability and illness.

16.6 Persons on sick leave will receive their regular compensation during the period of leave, as well as any salary increases, promotions, awards of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on such leave.

16.7 Upon retiring from active service with the University, after ten (10) years or more of service to Central State University, a Bargaining Unit member will be compensated in an amount equal to one-fourth of the accrued but unused sick leave credit (but in no case more than one-fourth of 120 days). This payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accured by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph.

Article 17

SPECIAL OR EMERGENCY LEAVES

18.1 It is recognized that from time to time it may be advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in prior provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if approved by the Department Chairperson, Dean or Library Director, Vice-President for Academic Affairs and the President. The terms and conditions of such leaves will be mutually agreed upon by the individual and the Administration.

Article 18

SPECIAL DUTY ASSIGNMENTS

18.1 Special Duty Assignments: It is recognized that from time to time it may be advantageous to an individual and to the University for Bargaining Unit members to be released from instructional duties in connection with specific research, scholarly, or creative programs. The Dean or Library Director must forward his/her recommendations for special duty assignments, with the Department Chairperson's recommendations to the Vice-President for Academic Affairs. The terms and conditions of such special duty assignments will be mutually agreed upon by the individual and the Administration subject to approval by the Board of Trustees.

ARTICLE 19

TERMINATION BECAUSE OF DISCONTINUATION OF A DEPARTMENT/PROGRAM

19.1 Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a department/program, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment will be put in writing and will be presented to those faculty members in the department/program which the Administration proposes to discontinue, to the University Senate, and to AAUP-CSU at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they will have the right to do so.

19.2 In the event that the Vice President for Academic Affairs anticipates the need for reduction in or discontinuation of a particular program or department or decides that a review of a particular department or program is necessary, the AAUP-CSU shall be so informed and the University Senate shall conduct a thorough evaluation of the financial status of the department or program, including consideration of enrollments, total income generated, ordinary direct operating expenses, academic value to the University as a whole, projected savings through faculty attrition and other economies, and possible alternative sources of funding. The University Senate committee may recommend modification of procedures and time frames as set forth in this Article, as circumstances dictate; however, there shall be no modification by such committee of the rights of affected faculty members regarding available options, retention priorities, notice and severance pay, continuation of benefits, or recall rights,

19.3 The University Senate will have one academic year within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Senate's report and its recommendation will be written and will be transmitted to the Board with an indication of the University Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it will both discuss the issues involved and arrive at its decision at a meeting at which all interested parties will be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the committee or the University Senate will not be made effective within one year of the date of the recommendation pending further study and evaluation except in cases of justifiable emergency as determined by the Board of Trustees.

19.4 Should discontinuation of a department/program be effected, but over a period of time to allow students entered in the department/program to complete their requirements, normal attrition should be used to terminate faculty members in the first phases insofar as possible. Part-time faculty members in a department/program which has been discontinued will be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a department/program which has been discontinued will be released before tenured faculty members in that department/program are released.

19.5 If an appointment is terminated, the faculty member will receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year if the decision is reached after eighteen months of probationary service; provided, nevertheless, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed. A tenured faculty member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one additional year. A tenured faculty member with ten (10) years or more of full-time service at the University will be permitted to complete the current year and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice will be required to be paid or given beyond a faculty member's normal retirement date.

19.6 Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a department/program, the University will endeavor to place the affected faculty member in another suitable position in the University. A tenured faculty member may be offered a reasonable period of orientation in a new position (not to exceed the required notification period referred to in Article 19.5 above), provided the faculty member is not within three (3) years of normal retirement age.

Article 20

TERMINATION FOR CAUSE

20.1 Justification: The appointment of a faculty member, tenured or not, may be terminated at any time for just cause. Just cause will include:

a) failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, and University service; or

b) gross negligence in teaching, scholarship, and University service; or

c) conviction of a felony, providing legal appeals have been exhausted.

20.2 Resolution: If the Administration believes that just cause as specified in Article 20.1 exists, the appropriate administrator will discuss the matter with the faculty members in personal conference. The faculty member may bring to this meeting an observer of his/her choice and/or the President of AAUP-CSU or his/her designee. The matter may be settled by mutual consent at this point.

20.3 Hearing Committee: If the understanding is not reached at the meeting described in Article 20.2, the Administration will call a hearing before an Ad Hoc Committee of peers. The Ad Hoc Committee will consist of two (2) administrators, two (2) faculty members elected by the University Senate, and three (3) faculty members selected by AAUP-CSU. The Committee may appoint a fact-finding panel to gather such information as the Committee feels may be of assistance in preparing for the hearing. The Committee will make a written transcript and tape recording of its proceedings. The faculty member may bring to the hearing an observer of his/her choice. AAUP-CSU will also be entitled to designate an observer. The recommendation of the Committee, including reasons, will be submitted in-writing to the Vice-President for Academic Affairs with a copy to the individual involved and a copy to the President of AAUP-CSU. The Vice-President for Academic Affairs will make a recommendation to the President, who will recommend to the Board of Trustees.

20.4 Grievance: If the decision of the Board of Trustees is for termination, the faculty member involved may appeal to arbitration under the grievance procedures described in Article 30. Failure to grieve will settle the matter and allow for termination.

20.5 Suspension: The Administration may suspend a faculty member pending final action to terminate his/her contract only if immediate harm to the faculty member or to others is threatened by his/her continuance. Any suspension will be with pay.

20.6 Effective Date: For tenured faculty, the effective date of termination will be the end of the academic year subsequent to the year of the appropriate administrator's notice to the individual referred to in Article 20.2 above. For non-tenured faculty, the effective date of termination will be the end of the academic year of the appropriate administrator's notice to the individual.

ARTICLE 21

PROVISIONS FOR EMERITI

21.1 Emeritus status is the highest earned faculty rank awarded by the Board of Trustees to retired tenured faculty members. Recommendations for the awarding of emeritus status shall be initiated by the Department Chairperson after consultation with members of the department and shall be forwarded by the prescribed University procedures to the Dean, the Committee on Promotion and Tenure, the Vice President for Academic Affairs, and the President. It is understood that the retired faculty member shall have made a significant contribution to the University and/or served at least ten (10) or more years at Central State University.

21.2 Continued Benefits: An emeritus faculty member will be entitled to the use of an office and research facilities, including laboratories, provided he/she uses it regularly and there is sufficient space available. Emeriti will also be entitled, on the same basis as other faculty members, to use of the library, tickets to University functions, use of recreational facilities, use of parking facilities, remission of all instructional fees, a mailbox, listing in the University Catalog and Campus Directory, secretarial assistance in typing manuscripts, stationary and similar supplies, access to the computer center, institutional support for University proposals submitted to funding agencies, and assistance in defraying costs incurred when giving papers or acting as session chairpersons at scholarly meetings and when publishing articles in scholarly periodicals.

21.3 Limited-Service Teaching: The University will endeavor to utilize the teaching services of retired faculty members. The Administration may provide retired members of the Bargaining Unit the opportunity to teach as allowed by law each academic year as long as the retired Bargaining Unit member is physically able to satisfactorily perform his/her teaching duties and provided further, that the Department Chairperson has received written notification of the retiree's desire to teach and recommends the retiree for the proposed teaching assignment. The retired faculty member who teaches will be paid at the limited-service rates currently in effect.

ARTICLE 22

EVALUATIONS

22.1 Purpose: The purpose of the evaluation procedure described herein is twofold: to help faculty improve their professional performance and to provide those individuals responsible for making career decisions with information regarding faculty and Administration performance. The Administration subscribes to the principle of a university-wide evaluation program as a means of evaluating the performance of the members of the various components of the University, and as a tool to assist members of the University to improve their performance, and to maximize their growth in the profession.

22.2 Faculty Development: To promote the improvement of the quality of teaching, the Administration in consultation with AAUP-CSU will provide a reasonable number of workshops on topics related to faculty development during each year of this Agreement.

22.3 Scope of Evaluations: Evaluations will be conducted as follows:

a) Members of the Bargaining Unit will be evaluated by students each quarter in all classes they teach, subject to the exclusions listed in Article 22.4.

b) Faculty members will be evaluated by their respective chairpersons at the end of the fall quarter of their first year of service, at the end of the spring quarter of the first year of service, and at the end of the winter quarter thereafter.

22.4 Exclusions: The following courses will not be evaluated by students:

a) those in which students receive fewer than ten (10) clock hours of classroom or laboratory instruction by the instructor; and

b) team-taught courses, which may be evaluated at the instructors' option.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given quarter should not be evaluated, he/she may submit a written request for exclusion to the department chairperson. If the chairperson approves the request, the faculty member's memorandum, with the chairperson's notation of approval, will be placed in the faculty member's Official Personnel File.

22.5 Procedure: The Administration will provide appropriate materials (forms, pencils, instructions) and will make arrangements for the administration of evaluations. Evaluation forms to be used will be those developed by the Faculty Affairs Committee of the University Senate which were approved by the Senate during the 1982-83 school year. Individuals being evaluated will not comment upon the evaluation

or administer it. For student evaluation of faculty, the evaluation will be administered by a volunteer student monitor who will distribute the evaluation forms, collect them upon completion of the evaluation, place them in an envelope, and seal it. The sealed envelope will be given to the faculty member for return to the Administration.

22.6 Report of Results: Summaries of student evaluation of faculty will be provided to faculty members during the quarter following the evaluation. Copies of summaries of student evaluation of faculty will also be deposited in the Library and made available to all users of the Library. Faculty members will also be provided with a copy of their chairperson's evaluation of them. Both a copy of the chairperson's evaluation and a copy of the summary of student evaluations will be placed in the faculty member's Official Personnel File.

22.7 Exclusivity of Evaluations: For the duration of this Agreement, the system of faculty evaluations described in this Article will be the only faculty evaluations of any kind employed at Central State University, except for the evaluative judgments required by other provisions of this Agreement.

Article 23

WORKLOAD

23.1 Normal Workload: Normal full-time workload will be twelve (12) contact hours per quarter. The parties to this Agreement, however, recognize that different academic areas have different work requirements that must be taken into consideration. For example, English courses require frequent detailed grading of written assignments from large numbers of students; courses in the Fine Arts and in Education often require individual instruction. The normal workload of twelve (12) hours, therefore, will be used as a guide but not as a rule. No Bargaining Unit member will have more than three (3) different preparations per quarter. The normal workload, in no case, will include teaching assignments at locations other than the main campus of Central State University.

Although librarians are members of the faculty and are accorded all the rights, privileges and procedures pertaining to the teaching faculty, it is recognized that the appointment contract of the librarians require specific contact hours to maintain the services of the library. The contact hours of the librarians will be arranged by the Library Director in consultation with the librarians, and time will be accorded all librarians for committee assignments, research, public service, or other University assigned duties. Because of the special requirements of staffing the library, on-duty time may vary from week to week and the Library Director will consider time of day of assignments when determining the number of on-duty hours per week for each librarians.

23.2 If a Bargaining Unit member teaches more than twelve (12) contact hours (or equivalent workload if the faculty member is in a department with special teaching requirements as described above) or more than three (3) different preparations in any quarter, then the additional hours will be considered as an overload and the Bargaining Unit member will be compensated at the rate prescribed elsewhere in this Agreement.

23.3 Limitations on Overload and Outside Teaching: Bargaining Unit members may not teach more than six (6) quarter hours per quarter in addition to their normal workload. This limitation includes overload teaching at the Central State University main campus, teaching at CSU West, teaching at Community Hospital in Springfield, and teaching at other institutions.

23.4 Reductions in Workload: For Bargaining Unit members with grants that provide released time, the Bargaining Unit member's workload will be reduced by the specified amount without reduction in pay. Part-time help or overload will be used, and paid out of grant funds, to cover the released courses(s).

Article 24

PROFESSIONAL TRAVEL

24.1 The AAUP and the Administration encourage faculty and librarian participation in activities sponsored by recognized professional organizations. This includes presenting papers at meetings, serving as officers or in other capacities, and attending and participating in general meetings, seminars and workshops. The following provisions shall represent policies with respect to reimbursement for travel expenses.

1. Eligibility for Travel Expense Reimbursement:

   A. To be eligible for reimbursement for reasonable travel expenses a Bargaining Unit member must qualify under one or more of the following categories:

      1) Request by the Dean or Library Administrator to represent the unit in some official capacity.

      2) Present a prepared or invited paper at a meeting of a recognized professional organization.

      3) Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

      4) Comply with the terms of a grant/contract award.

   B. Bargaining Unit members who do not qualify under conditions specified under Section 1.A above, but who wish to attend a meeting or other activity sponsored by a recognized professional organization shall be reimbursed by the University per the approved University travel form.

   C. Bargaining Unit members who qualify for reimbursement for travel to a professional meeting under Section 1.A or 1.B above may request funds from their department budget.

2. Rules for Travel Expense Reimbursement:

   A. In receiving funds for professional travel Bargaining Unit members shall follow the Rules for Reimbursement of Expenses for Travel on Official University Business and shall be compensated as specified in those Rules.

   B. The Rules for Reimbursement of Expenses for Travel on Official University Business shall contain the following

provisions. It is understood, however, that controlling State policies take precedence when they differ from University policy.

1. The University contribution for daily expenses for rooms, meals, and transportation shall be the amount authorized by state law.

2. Both parties understand that Ohio Sales Tax cannot be reimbursed for in-state travel, bargaining unit members are advised to obtain an Ohio State Tax Certificate of Exemption.

C. Faculty members traveling with University financial support are expected to file a report on the professional aspects of their activities with the respective department Chairperson.

D. The Administration, through the budget process, will endeavor to provide travel budgets commensurate with the number of members of a Department.

Article 25

PARKING

25.1 The Administration will make a good faith effort to provide adequate parking space for members of the Bargaining Unit in line with policies established by the Committee on University Planning and Capital Improvements of the University Senate and approved by the Board of Trustees.

Article 26

GOVERNANCE OF THE UNIVERSITY

26.1 The variety and complexity of tasks performed by institutions of higher education produces an interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element.

26.2 The Administration recognizes the faculty of the University, vesting in it, subject to recommendations from the department Chairpersons, Deans of the various colleges and the Vice-President for Academic Affairs and approved by the Board of Trustees, the power to make its own regulations governing the admission and exclusion of students, the courses of instruction to be offered, grading policy, recommendations for degrees, honors, and prizes, other fundamental areas of curriculum, and such other matters as may be within its jurisdiction. The faculty will also be entitled to input significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited, by the provisions below.

26.3 The University Faculty, through the University Senate, will have the right to consider matters affecting the University and will be given reasonable time to make available to the Administration, to the Board, and to AAUP-CSU, its assistance and advice in such matters.

26.4 The college faculty will have the right to advise and counsel the Dean of the College on matters affecting the College and University, and will be given sufficient time, in such matters, to do so.

26.5 The department faculty will have the right to advise and counsel the department chairpersons on matters affecting the Department, College, and University and will be given sufficient time, in such matters, to do so.

26.6 If a question arises as to whether a matter is a department, college, or University concern, the question will be resolved by the Vice-President for Academic Affairs after seeking the advice of the University Senate.

26.7 The faculty will have a voice through the University Senate to advise on the formulation of long-range plans and in decisions relating to their implementation. Similarly, faculty will have a voice and are encouraged to provide input at the departmental, college and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

26.8 The faculty members, through the chairpersons, will have the right to advise and counsel the Department Chairperson in the development of the department budget.

26.9 The parties to this Agreement recognize the University Senate, and the Student Senate, and the by-laws which govern their relationship with the University. The Chairperson and Vice-Chairperson of the University Senate will be elected by its membership. The members of the University Senate will be the President, Vice-President for Academic Affairs, Vice-President for Finance and Administration or his designee, Deans of the various colleges, Chairpersons, full time faculty members with rank of Instructor or higher, one student representative of each class as elected by the Student Government Guidelines, Director of the Library, Registrar, Dean of Students, Director of CSU-West, and Director of Indispensible Skills.

26.10 With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the University Senate as the primary governance body representing the faculty which will have the right to advise the President and the Vice-President for Academic Affairs.

26.11 Librarians will have the right to advise, aid and counsel the Library Director on matters affecting the Library and University and will be given sufficient time, in such matters, to do so. This will include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources.

26.12 Honorary Degrees: Honorary degrees, awarded by the University at Commencement exercises, are recommended beforehand by majority vote of the University Senate subject to approval by the Board of Trustees.

Article 27

FACULTY REPRESENTATIVES ATTENDANCE AT BOARD OF TRUSTEES MEETINGS

27.1 The Chairman and the Vice-Chairman of the University Senate, or their designees, may represent the faculty in exchange of information and opinions between the faculty and the Board of Trustees. To accomplish this, the Chairman and the Vice-Chairman of the University Senate or their designees will attend and express their views during the public session of meetings of the Board of Trustees.

Article 28

THE ACADEMIC DEPARTMENT

28.1 Introduction: An academic department is a budgetary unit of the University which provides instruction for academic credit.

28.2 Collegial Rights and Responsibilities: These matters are the prerogative of the full-time faculty in the department and in these matters the department chairperson will function as a co-equal faculty member:

a) curricular matters such as curriculum revision, requirements for major and minor, and program development; the University Senate will have the prerogative for University-wide curricular matters;

b) rotational system for summer teaching, overload teaching, and teaching in associated programs such as CSU-West and Community Hospital, Springfield where such teaching earns extra compensation;

c) the expenditure of department travel funds;

d) evaluation of the academic goals and progress of the department;

e) Those collegial rights delineated in Articles 11 (APPOINTMENT AND TENURE) and 12 (REAPPOINTMENT, PROMOTION, AND TENURE);

f) recommendations on library acquisitions for the department;

g) awarding of merit increases;

h) faculty teaching schedules;

i) department budget requests;

j) recruitment and selection of department personnel; and

k) assignment of faculty to offices.

28.3 Department Meetings: Meetings of the department will be held no less than twice per quarter. Special department meetings may be called by the department chairperson and must be called upon request of 1/3 or more of the full-time faculty members in the department. Through department meetings and memoranda, the department chairperson will attempt to keep the department faculty informed of University developments which are relevant to the department.

Article 29

PATENTS AND COPYRIGHTS

29.1 The right to ownership, disposition and control of copyrightable material and patentable discoveries or inventions will be determined in accordance with ORC 3345.14.

Article 30

GRIEVANCE AND ARBITRATION

30.1 Intent: The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to use their best efforts to encourage the prompt settlement of such matters. The procedures hereinafter set forth shall be used for the resolution of complaints before they become grievances and formal grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University Administration for the purpose of informal resolution of a complaint. It is understood that nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University Administration for the purpose of informal resolution of a complaint.

30.2 Definition: A "grievance" is a complaint or allegation by a member of the bargaining unit or by the AAUP-CSU that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined.

30.3 Informal Procedure: Any individual member of the bargaining unit or members may at any time present an informal complaint at the lowest administrative level having authority to dispose of same. Such a complaint may be adjusted without intervention of the AAUP-CSU, provided that the adjustment is not inconsistent with the terms of the Agreement. The administrator shall notify the AAUP-CSU in writing of such adjustments. Similarly, any member of the bargaining unit may choose to discuss a complaint with the appropriate member of the administration in the presence of a representative of the AAUP-CSU. The AAUP-CSU may informally present a complaint on behalf of any member of the bargaining unit or the AAUP-CSU to the appropriate administrator. The administrator shall investigate the complaint as deemed appropriate and respond to the complaint in writing within ten (10) days. Any settlement, withdrawal, or disposition satisfactory to the member(s) or the AAUP-CSU of a complaint at this informal stage shall be a final resolution of that particular complaint.

In the event that the complaint is not resolved satisfactorily through the informal procedure, the formal procedure for grievances shall be invoked as follows:

30.4 Basic Provisions: Steps One, Two, and Three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration shall be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

30.5 Time limits throughout this Article, referring to "days" shall mean "working days" which are defined as days exclusive of Saturday, Sunday, formal holidays, periods when University Registration, classes and examinations are not scheduled, periods when the University is closed, and Summer Sessions. Either party may be granted, by mutual agreement, a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable.

30.6 At all formal levels of the grievance procedure and arbitration hearings, the parties shall have the right to have legal counsel present at their own expense.

30.7 Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of a failure to comply with the time limits on the part of the grievant(s) or Association, the grievance shall be considered as having been withdrawn. In the event of failure to comply with the time limits on the part of the Administration, the grievance shall automatically be advanced to the next step of the procedure.

30.8 Means of Notification shall be sent to the grievant's home address as it appears on the grievance form. Grievances will be processed on the forms which appear in the Appendix to this Agreement.

30.9 Any information pertaining to the grievance in the official file in the possession of the Administration needed by the grievant or the Association in behalf of the grievant to investigate and process a grievance shall be provided to the grievant or Association on request within ten (10) working days, at the cost of the grievant.

30.10 A member of the bargaining unit who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

30.11 Formal Grievance Procedure: Grievances will be processed as described below unless the Administration and AAUP-CSU mutually agree to alter the procedure.

30.12 Step 1-Department Chairperson: Within sixty (60) days of an event, or an individual's knowledge of an event to which the individual wishes to object, the individual will submit a completed Faculty Grievance Form to the Department Chairperson with copies to the Administration and AAUP-CSU. Within twenty (20) days after the receipt of the grievance form, the Chairperson will hold a hearing on the grievance at a time which is mutually convenient to the parties. The Chairperson will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his or her decision within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Chairperson, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction form.

30.13 Step 2-Dean: If the Dean receives an appeal from Step 1, the Dean may either transmit a Grievance Disposition Form to the grievant within ten (10) days after receipt of the appeal, or hold a hearing within twenty (20) days after the receipt of the appeal at a time which is mutually convenient to the parties. If the Dean holds a hearing, the Dean will file a disposition with the grievant within ten (10) days after the hearing. In those cases where a grievance originates at the Dean's level, the Dean will hold a hearing. Within ten (10) days after the receipt of the disposition by the Dean, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

30.14 Step 3-Vice-President for Academic Affairs/President: Within ten (10) days after the receipt of an appeal or an original grievance, the Vice-President for Academic Affairs or the President will hold a hearing on the grievance at a time which is mutually convenient to the parties. Within ten (10) days after the hearing, the Vice-President or President will notify the grievant of his or her decision by transmitting a Grievance Disposition Form to the grievant. Within ten (10) days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate his or her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after the receipt of the appeal to arbitration, AAUP-CSU will notify the Administration whether it supports the appeal. In matters involving Termination for Cause, AAUP-CSU support for an appeal to arbitration will not be required.

30.15 Step 4-Arbitration: If AAUP-CSU supports the appeal to arbitration, representatives of the Administration and AAUP-CSU will meet within twenty (20) days to select an arbitrator or to request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply them with a list of names from which they will select an arbitrator. The arbitrator will be selected from the list within twenty (20) days of receipt of the list or a new list will be requested. If there is a doubt as to the arbitrability of a grievance, the parties will request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he or she will then proceed to conduct a hearing on the merits of this grievance. The arbitrator will have no power to add to, subtract from,

or modify any of the terms of this Agreement. The arbitrator's decision will be binding upon the Administration, AAUP-CSU and the grievant. The arbitrator will render a decision within thirty (30) days after the arbitration hearing.

30.16 The arbitration procedures will be governed by the following:

1. The language of this Agreement shall be binding on the arbitrator.

2. The arbitrator shall neither add to, subtract from, modify or alter the terms of provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue.

3. All fees and expenses of the arbitrator shall be divided equally between the parties. Any party desiring a transcript of the proceeding shall bear the cost.

30.17 The AAUP-CSU shall have final decision, in its sole discretion, on whether a particular grievance shall be submitted to arbitration.

30.18 In the event that an individual grievant decides to pursue the grievance through any other lawful means, such grievance shall be considered withdrawn and the grievant may pursue the case through any court of competent jurisdiction. Such other lawful means shall comprise the grievant's sole remedy and the grievant shall waive his right to the grievance procedure and arbitration hereunder.

30.19 Other Cases: The procedures of this Article will be available to settle questions raised by the Administration or AAUP-CSU concerning the meaning or application of the terms of this Agreement. If such questions arise, the Administration or AAUP-CSU may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.

Article 31

ACROSS-THE-BOARD SALARY ADJUSTMENTS

31.1 Adjustments for 1985-86: Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1985 will receive a salary increase based on the following schedule:

a) 13% of the first $20,000 of base salary
b) 8% of the next $10,000 of base salary
c) 5% of any portion of base salary in excess of $30,000

This salary increase will be effective September 1, 1985.

31.2 By the next payday after the ratification of this Agreement, Bargaining Unit members will be paid for all unpaid portions of this increase, as well as for increases due under Articles 32 and 33 of this Agreement, that would have been paid by that payday had this Agreement been ratified prior to September 1, 1985.

31.3 Adjustment for 1986-87: Effective September 1, 1986 each member of the Bargaining Unit will receive a salary increase of 8% of base salary for the period September 1, 1986 to August 31, 1987.

31.4 Adjustment for 1987-88: Effective September 1, 1987 each member of the Bargaining Unit will receive a salary increase of 10% of base salary for the period September 1, 1987 to August 31, 1988.

31.5 The University reserves the right to award additional compensation based on outstanding research work by a bargaining unit member.

Article 32

MINIMUM SALARIES

32.1 Minimum Salaries for 1985-86: In addition to across-the-board salary increases referred to in Article 31, there will be salary adjustments effective September 1, 1985, as may be necessary to meet the following minimum salary requirements:

Professor	$29,000
Associate Professor	$25,000
Assistant Professor	$21,000
Instructor	$17,000

32.2 Minimum Salaries for 1986-87: The minimum salaries, effective September 1, 1986, for members of the Bargaining Unit will be as follows:

Professor	$30,000
Associate Professor	$26,000
Assistant Professor	$22,000
Instructor	$18,000

32.3 Minimum Salaries for 1987-88: The minimum salaries, effective September 1, 1987, for members of the Bargaining Unit will be as follows:

Professor	$31,000
Associate Professor	$27,000
Assistant Professor	$23,000
Instructor	$19,000

32.4 These schedules will apply both to members of the Bargaining Unit who were members of the Bargaining Unit in the spring quarter of the previous academic year and to members of the Bargaining Unit hired thereafter. Any Bargaining Unit member's salary which is below the specified minimum after effecting the Across-The-Board increases set forth in Article 31 will be brought to the appropriate minimums, as provided herein in Sections 32.1, 32.2 or 32.3

ARTICLE 33

SALARY ADJUSTMENTS FOR YEARS OF SERVICE

33.1 Some inequities will be corrected and years of service to Central State University will be rewarded by increasing Bargaining Unit members' salaries, after Across-the-Board adjustments have been made and after minimum salary requirements have been met, by $2,000 for each five (5) years of service to Central State University, up to a maximum of six (6) $2,000 adjustments per Bargaining Unit member as outlined below.

33.2 Adjustments for 1985-86:

Each Bargaining Unit member who completed at least five (5) years of service to Central State University by August 31, 1985 will receive an additional salary increase of $1,000 (½ adjustment), effective September 1, 1985.

33.3 Adjustments for 1986-87:

Each Bargaining Unit member who completed at least ten (10) years of service to Central State University by August 31, 1986 will receive an additional salary increase of $2,000 (1 adjustment) effective September 1, 1986.

Each Bargaining Unit member who completed at least fifteen (15) years of service to Central State University by August 31, 1986 will instead receive an additional salary increase of $4,000 (2 adjustments) effective September 1, 1986.

Each Bargaining Unit member who completed the fifth year of service to Central State University during the 1985-86 academic year as provided in Section 33.2 will receive an additional salary increase of $1,000 (½ adjustment) effective September 1, 1986.

33.4 Adjustments for 1987-88:

Each Bargaining Unit member who completed at least twenty (20) years of service to Central State University by August 31, 1987 will receive an additional salary increase of $2,000 (1 adjustment) effective September 1, 1987.

Each Bargaining Unit member who completed at least twenty-five (25) years of service to Central State University by August 31, 1987 will instead receive an additional salary increase of $4,000 (2 adjustments) effective September 1, 1987.

Each Bargaining Unit member who completed at least thirty (30) years of service to Central State University by August 31, 1987

will instead receive an additional salary increase of $6,000 (3 adjustments) effective September 1, 1987.

Each Bargaining Unit member who completed the fifth, tenth, or fifteenth year of service to Central State University during the 1986-87 academic year will receive an additional salary increase of $2,000 (1 adjustment) effective September 1, 1987.

Each Bargaining Unit member who received ½ adjustment in 1985-86 or 1986-87 as set forth in paragraph 33.2 and 33.3 herein will receive an additional salary increase of $1,000 (½ adjustment) effective September 1, 1987. This additional ½ adjustment is on top of any other adjustments due because of the provisions of Article 33.4.

33.5 For purposes of calculating years of service under this Article, only continuous service will be counted, except that years on official leave from the University, while not counted for purposes of computing salary adjustments, will not be interpreted as creating a discontinuity in years of service. For purposes of calculating years of service under this Article, only full academic years beginning in September will be counted.

Article 34

COMPENSATION STUDY COMMITTEE

34.1 Within thirty (30) days of the ratification of this Agreement, there will be established a Compensation Study Committee with four members appointed by AAUP-CSU and four members appointed by the President. The committee will have a Benefits Study sub-committee and a Salary Inequities Study sub-committee. The Committee will elect its Chairperson from among its members.

34.2 The Committee will explore ways to reduce benefit costs to the University and to individual Bargaining Unit members without reducing the level of benefits available to the Bargaining Unit members. The Committee will also identify inequities in faculty salaries and make recommendations for future salary adjustments.

34.3 The Committee will report to the President and to AAUP-CSU. The first report will be made by April 1, 1986. A second report will be made by April 1, 1987.

34.4 The Administration will provide the Committee with all information available to it regarding salaries and the cost of benefits provided to bargaining unit employees.

34.5 The Committee will also explore participation by the University in the Early Retirement Incentive Program of the State Teachers Retirement System (STRS) and submit a report and recommendation in connection therewith as outlined in Article 42.

34.6 The creation of this Committee will not constitute a waiver by either party of any rights under the Ohio Collective Bargaining Law.

Article 35

OVERLOADS, EXTRA COMPENSATION

35.1 Overload Assignments: Overload teaching or service assignments within a department, including CSU-West, will generally be offered on a rotating basis when practical, so that all full-time faculty members of the department may have overload teaching/service opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching/service.

35.2 Overload Compensation Schedule for 1985-86: Effective September 1, 1985, extra payment for overload teaching/service including CSU-West, will be paid in accordance with the following schedule:

All ranks - $300.00 per credit hour per quarter

35.3 Overload Compensation Schedule for 1986-88: Effective September 1, 1986 through August 31, 1988, extra payment for overload teaching/service, including CSU-West, will be paid in accordance with the following schedule:

All ranks - $325.00 per credit hour per quarter

Article 36

SUMMER SCHOOL COMPENSATION

36.1 Summer Assignments: Summer teaching assignments within a department will generally be offered on a rotating basis when practical, so that all full-time members of the department may have summer teaching opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching. If an individual's assigned course does not meet the required minimum enrollment, and the course is not taught as a result, the individual will not be considered as having received a summer teaching opportunity. An individual may not teach in the summer as a substitute for teaching in one or more of the regular academic year quarters.

36.2 Written notice of assignment to summer teaching will be sent to the faculty on or about April 1 of each year. If the faculty member plans to accept the assignment, he or she will notify the Administration within two weeks after receipt of the notice of assignment.

36.3 Summer Contracts: Formal contracts will be provided to faculty during the first week classes are in session. Summer teaching contracts will be contingent upon the minimum starting enrollment of 12 students in freshman-sophomore level courses and 8 students in junior-senior level courses as determined by the Department Chairpersons. When departments offer more than one course during a summer quarter, enrollments for courses within the department will be averaged if so doing permits additional courses to be taught. Classes with fewer students may be taught at the discretion of the Administration. The Administration decision about whether or not a course will be offered will be made during the first full week of classes.

36.4 Summer Salaries: A faculty member will receive 2/9 of his or her 10-month salary of the previous academic year, payable in three equal payments. For teaching of less than the full time load of ten (10) hours, summer salary will be pro-rated.

ARTICLE 37

INITIAL SALARIES

37.1 Salaries for initial contracts to a proposed faculty member will be recommended by the Chairperson of the department in which the proposed faculty member would belong, after consultation with the members of the department. In making the recommendation, the Chairperson will consider existing salaries and rank within the department as well as in the University in general so that new appointments do not result in the creation of inequities. If the Administration disagrees with the recommendation of the department Chairperson, it will explain, in writing the reasons for that disagreement. The Department will reconsider its recommendation and the Department Chairperson will submit either a new recommendation or reasons for maintaining the original recommendation. The Administration will attempt to avoid creating additional inequities by appointing faculty members at salaries that are too high or too low for the appropriate rank and experience.

ARTICLE 38

MEDICAL INSURANCE

38.1 Medical Insurance - Basic Coverage: The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of only the single plan coverage portion of Basic Medical Insurance with no less than the same benefits as exist within the present plan which includes, but is not limited to, comprehensive 365-day most prevalent room allowance, dependent children under age 21 are covered as are children up to 24 who are full time students or who have physical or mental disabilities and are dependent on the participant, maternity benefits, diagnostic service and emergency care rider, minor surgery in a doctor's office, hospitalization for alcoholism and psychiatric care, extended care facility rider, prescription drug rider, vision care rider, 100% UCR (Usual Customary Rates) in-hospital medical benefits.

38.2 Medical Insurance - Major Medical: The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of only single plan Major Medical Insurance coverage with no less than the same benefits as exist within the present plan which includes, but is not limited to, an annual deductible of $100 eligible charges per person up to a maximum of $200 per family, 80% of eligible charges paid by insurance, and 20% paid by the particpants, until $2,000 covered expenses have been incurred, 100% of eligible charges over $2,000 paid by the insurance (except for out of the hospital psychiatric expenses, which are always payable at 80%), dependent children under age 21 as are children up to the age of 24 who are full time students or who have physical or mental disabilities and who are dependent on the participant.

38.3 The Administration will continue to pay the cost of single plan coverage (basic medical insurance and major medical) for the period September 1, 1985 through August 31, 1988. The Administration will assume the cost of family plan (basic medical insurance and major medical) coverage, effective September 1, 1987 based upon notification by the AAUP-CSU by February 1, 1987 of its choice between family dental or medical insurance coverage.

38.4 Health Maintenance Organizations: As an alternative to the medical insurance provided in Paragraphs 38.1 and 38.2 the Administration will make available to Bargaining Unit members, by September 1, 1986, the option of membership in a health maintenance plan. If a member of the Bargaining Unit elects the Health Maintenance Organization (HMO) option, the Administration will contribute the single plan premiums it would have paid under Paragraphs 38.1 and 38.2 herein or subscription charges for the HMO program. Such contributions, however, will not exceed the amount which would have been paid on behalf of that individual for group insurance had the individual Bargaining Unit member not elected the HMO option. If the premium or subscription charges for HMO coverage exceed that amount, the individual Bargaining Unit member will be responsible for payment of said excess amount.

Article 39

DENTAL INSURANCE

39.1 Effective September 1, 1986, the Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of only the single plan coverage portion of the basic dental insurance. The plan will offer a deductible of $25.00 for each individual covered, an annual maximum of $1,000.00, 100% UCR reimbursement for preventive and maintenance treatment, and 80% reimbursement for major treatment.

39.2 The Administration will pay the cost of a single plan coverage or an equivalent portion of a family plan for the period effective September 1, 1986 to August 31, 1988.

39.3 The Administration will continue to pay the cost of single plan dental coverage for the period September 1, 1986 through August 31, 1988. The Administration will assume the cost of family plan coverage (dental or medical insurance) effective September 1, 1987 based upon notification by the AAUP-CSU by February 1, 1987 of its choice between family dental or medical insurance coverage.

Article 40

LIFE INSURANCE

40.1 The Administration will provide for Bargaining Unit Members Group Term Life and Accidental Death and Dismemberment (AD&R) Insurance equal to two (2) times base annual salary and with benefits the same as those included in the present carrier's Life plan.

40.2 In the event of Total Disability, Term Life Insurance will be continued equal to the amount in force immediately before the start of disability, and will continue permanently as long as the Bargaining Unit member is declared disabled. Term life insurance premiums during the period of Total disability will be at no cost provided the employee completes a waiver of premium subject to approval by the insurance carrier. To qualify for disability coverage the Bargaining Unit member must apply prior to early retirement but in no event will the application for disability be considered if it is filed after age 65.

40.3 The Administration and the Bargaining Unit members will continue to pay, for the period September 1, 1985 to August 31, 1988, the same proportions of the life insurance premium that they paid during the 1984-85 academic year.

Article 41

DISABILITY INSURANCE

41.1 The Administration will provide for Bargaining Unit members Total Disability Insurance equivalent to that currently in force with the current carrier. The benefit is 60% of the insured's monthly earnings up to a maximum of $2,000 per month. This benefit will terminate at the end of the academic year during which the insured Bargaining Unit member turns 65 providing the employee is declared disabled.

41.2 The Administration and the Bargaining Unit members will continue to pay, for the period September 1, 1985 to August 31, 1988, the same proportions of the disability insurance premium that they paid during the 1984-85 academic year.

Article 42

RETIREMENT PROGRAMS

42.1 Members of the Bargaining Unit will continue to participate in the State Teachers Retirement System of Ohio with eligibility and contributions as determined by regulations of said retirement system.

42.2 Early Retirement Incentive: The Early Retirement Incentive Plan provided by STRS as outlined in Section 3307.35 of the Ohio Revised Code will be considered by the Compensation Study Committee as set forth in Article 34 herein and recommendations submitted by said Committee.

ARTICLE 43

APPOINTMENT YEAR AND SALARY CHECKS

43.1 Bargaining Unit members fulfill their contractual obligations by teaching/service during the Fall, Winter and Spring quarters. Pay for the contract year may be distributed evenly over twelve (12) months or ten (10) months and will be payable to Bargaining Unit members on the last working day of the month. If summer teaching/service is available and is offered to a Bargaining Unit member by the Administration, such summer teaching/service is optional on the part of the Bargaining Unit member and is for additional compensation as specified in Article 35, Summer School Compensation. Nothing contained in this Article shall change the duration and application of this Agreement which becomes effective September 1, 1985 through August 31, 1988.

Article 44

ADDITIONAL COMPENSATION

44.1 The Administration reserves the right to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes such as matching a bona fide offer from a rival institution, correcting inequities not otherwise dealt within this Agreement, and/or rewarding outstanding professional contributions. Additional compensation may be awarded for those professional contributions clearly above and beyond those typically recognized through the merit increase program. When such individual adjustments are proposed the Administration will inform AAUP-CSU of the proposed adjustments and will state the reasons with the specific documentation leading to the adjustment. The AAUP-CSU, if it wishes to respond, must do so within twenty (20) days after notification, but said response isin no way binding upon the Administration. The funds used for such adjustments will not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

Article 45

RIGHTS AND DUTIES OF THE AAUP AS AGENT

45.1 The University and the AAUP recognize that each has responsibility for the administration of this Agreement.

45.2 The University agrees that all members in the Bargaining Unit will have the right to organize freely, to join and to support AAUP-CSU for the purpose of engaging in collective bargaining. There will be no discrimination by the Board or Administration because of membership in AAUP, nor will any attempt be made to discourage membership in AAUP.

45.3 Committees evaluating performance will consider and credit service to AAUP in the same manner as they consider and credit service to all other University committees.

45.4 AAUP-CSU will have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, auditoriums, and equipment, subject to the same regulations established for other organizations recognized by the University.

45.5 AAUP-CSU will have right to deposit monies with the University from time to time as AAUP-CSU finds appropriate for the purpose of providing for purchase from the University Central Stores. AAUP-CSU will have the right to make purchases from the University Central Stores provided that AAUP-CSU's account at the time of purchase has a positive net balance.

45.6 AAUP-CSU will be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

45.7 The University will grant a pool of release time of 36 quarter hours or twelve (12) courses for faculty or equivalent duties for librarians in the period of this Agreement for the purpose of contract negotiations, contract administration and related duties. The AAUP-CSU will notify the Vice-President for Academic Affairs of the names of persons who are to receive the release time no later than thirty (30) days prior to the beginning of the quarter. However, no one Bargaining Unit member should be released from more than one course per quarter or equivalent duties for librarians for the reasons listed in this Article. Approval of the Dean or Library Director must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

45.8 On or before September 1 of each year of this Agreement, AAUP-CSU will advise the University of the dates of regularly scheduled meetings of AAUP-CSU for the academic year. Appropriate members of the Administration will be advised of AAUP-CSU meeting dates.

45.9 AAUP-CSU will be furnished with a copy of the minutes of each meeting of the Board of Trustees after the minutes are transcribed.

45.10 The University will notify AAUP-CSU within thirty (30) days of granting of academic leave or other leave to any member of the Bargaining Unit.

45.11 Within sixty (60) days after the ratification of this Agreement, the University will provide AAUP-CSU with copies of the Personnel Forms which show the current status of all members of the Bargaining Unit. Subsequently, for the remainder of this Agreement, the University will promptly provide to AAUP-CSU copies of the Personnel Forms which show all initial appointments, terminations, and change of Bargaining Unit membership for members in the Bargaining Unit. The University will also provide to AAUP-CSU on November 1 and February 1 of the years covered by this Agreement, lists containing the current budgeted salaries of all members of the Bargaining Unit.

45.12 The University will provide to AAUP-CSU a statement of student enrollments in classes taught by the University for the fall quarter of the current academic year within thirty (30) days after such information is known. The University will also provide at the same time a statement of the full-time faculty positions which have existed in each college during the current academic year and which will exist for the following year.

45.13 During the term of this Agreement, the University will make available for inspection to AAUP-CSU, within a reasonable time after receiving a written request therefrom, such requested information in any form which is available, relevant and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University.

45.14 The University will deduct from the salary of all members of the AAUP-CSU the dues that are authorized, levied and collected from the general membership of AAUP-CSU upon the condition that AAUP-CSU furnish the University written authorization duly executed by members of AAUP-CSU permitting such deductions. An example of the authorization form to be used is attached as an appendix to this Agreement. AAUP-CSU will furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

45.15 For the duration of this Agreement, dues deductions will be made in ten (10) equal payments (November through August) for faculty who are paid over a twelve month period and in eight (8) equal payments (November through June) for faculty who are paid over a ten month period. The University will remit same to AAUP-CSU no later than fifteen (15) days after the date of such deductions.

Article 46

AGREEMENT MANAGEMENT

46.1 In order to facilitate communications between the AAUP-CSU Chapter and the Administration, a Service Committee consisting of six (6) members, as follows, will be established. The AAUP-CSU and the Administration will each appoint three (3) members.

46.2 The duties of the Service Committee will be to discuss problems of Agreement implementation and management, identify Agreement oversight or lack of clarity, make suggestions for improved Agreement management and settle, if possible, unit clarification issues.

46.3 The Service Committee will meet at least once each academic quarter. The Chairperson of the Service Committee can rotate one (1) quarter at a time between the parties.

46.4 The Service Committee will not become involved in the grievance process. The parties further agree that this Service Committee is the proper forum to use in questions which have broad impact on the collective bargaining process.

ARTICLE 47

SAVINGS AND SEPARABILITY

47.1 In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity will not affect the remainder of this Agreement which will be construed and applied as if such provision or part thereof, to the extent to which it is illegal or invalid, were not contained therein, and each other provision or part thereof will remain in full force and effect; provided, however, if requested by either, the parties will, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 48

DURATION AND AMENDMENT

48.1 Term: This Agreement will continue in full force and effect to and including August 31, 1988.

48.2 Continuation of Agreement: The Agreement will continue in full force and effect to and including August 31, 1988. The Agreement will continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Administration and the AAUP-CSU will meet for the purpose of negotiation and will commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

48.3 If, pursuant to such negotiation, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement will continue in effect unless terminated by either party upon seven (7) days written notice to the other.

48.4 Reopener of Specified Articles: If all the conditions of this section are satisfied, Articles 31 through 42 of this Agreement may be renegotiated, but only in accordance with the terms and conditions of this section. The negotiations provided for in this section are for the limited and sole purpose of considering changes in Articles 31 through 42. If either party desires to renegotiate the provisions of any of the articles referred to above, it will give to the other party written notice to that effect not less than ninety (90) days nor more than one hundred and twenty (120) days prior to August 31, 1987. Such notice will specify which of the Articles referred to above are proposed for renegotiation. Should either party to this Agreement serve notice upon the other party,the Administration and AAUP-CSU will meet for the purpose of negotiation and commence consideration of proposed changes in the articles specified herein. If the parties reach agreement concerning the Articles reopened under the provisions of this section by August 31, 1987, such changes will be effective September 1, 1987 and, as changed, the entire Agreement will continue for the duration of the term. If the parties fail to reach agreement by August 31, 1987 concerning the Articles reopened under the provisions of this section, the entire Agreement (including the Articles subject to the provisions of this section) will nevertheless continue in effect for its term.

This Collective Bargaining agreement was ratified by the bargaining unit members on November 11, 1985, and the Board of Trustees for Central State University on November 7, 1985, and approved by the Ohio General Assembly on _____, 198___.

Negotiators for the University

Richard Austin
Taylor Jones, Jr., Special Counsel
Attorney at Law
Chief Negotiator

Thyrsa Svager
Vice President for Academic Affairs

Richard Norman, Vice President
for Finance & Administration

Melvin Johnson, Dean for the
College of Arts and Sciences

Edward Wingard, Dean of the
College of Education

Blanche Mayo, Administrative
Assistant to the President

Tekeste Abraham
Director of Budget & Business Affairs

Lucius Jones
Director of Personnel

Negotiators for AAUP-CSU

L. Shelbert Smith
Chemistry
Chief Negotiator

Lugene Bailey
Library

Lee G. Esprit, Jr.
Professional Education

Robert L. Marcus
Mathematics

A. V. Rangarajan
Business Administration

Rubin Weston
History

Robin Herman
Professional Education

SIGNATORY TO AGREEMENT

CENTRAL STATE UNIVERSITY

JESSE L. WOOD
Chairman, Board of Trustees

ARTHUR E. THOMAS, President

TAYLOR JONES, JR.
RICHARD AUSTIN
Special Counsel
Chief Negotiators

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
CENTRAL STATE UNIVERSITY CHAPTER

DAVID RUBIN, President

LUGENE BAILEY, Vice President

L. SHELBERT SMITH
Chief Negotiator

CSU02/04

ATTEST:

_____
Secretary, Board of Trustees

Date: _____

APPENDIX A

GRIEVANCE FORMS

Faculty Grievance Form

#_____**

Date Filed_____

☐ Filed through CSU-AAUP Grievance Committee

☐ Filed Independently of CSU-AAUP Grievance Committee

Name of Grievant: _____

Home Address: _____

College: _____

Department: _____

Telephone: Home_____ School_____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

_____
Grievant's Signature Date

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

Grievance Disposition Reaction Form

#_____

Date_____

Complete this form and return copies to the offices indicated below within ten (10) days.

1. Check the appropriate box.

☐ I accept the disposition of my grievance at step 1 2 3 (Circle the appropriate number).

☐ I reject the disposition of my grievance and will advance my appeal to step 2 3 4 (Circle the appropriate number). (Appeals must be advanced within ten (10) days of receipt of the disposition. Appeal to step 4 requires approval of AAUP-CSU).

☐ I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.

1. Signatures:

Grievant_____ Date_____

AAUP-CSU
Representative_____ Date_____
(optional, except for step 4)

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

Grievance Disposition Form

_____

Date of Disposition _____

Step _____

TO: _____
(Grievant)

FROM: ☐ CHAIRPERSON

☐ DEAN

☐ VICE-PRESIDENT FOR ACADEMIC AFFAIRS

_____
Name

RE: Grievance filed on _____
Date

DISPOSITION

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

MEMBERSHIP FEE DEDUCTION AUTHORIZATION

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

CENTRAL STATE UNIVERSITY CHAPTER

Name_____

Social Security No._____

Department_____

Home
Address_____

I hereby authorize Central State University to deduct from my payroll payments 3/4 of 1% of my academic year salary, in equal monthly installments from November through August if I am on 12-month pay or November through June if I am on 10-month pay, as my dues to the American Association of University Professors (Central State University Chapter). This deduction is to be turned over to AAUP-CSU.

I voluntarily authorize this deduction on a continuing basis but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to AAUP-CSU and to the Payroll Office of Central State University.

Signature_____Date_____